

LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM CERTIFIED ASSURANCES

Agency Name:

Project Title:

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances.

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable sections of the Omnibus Fiscal Year 1996 Appropriations Act and HR 728; *Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts*; the *OC Financial Guide*; the *Application Packet for the 2002 Local Law Enforcement (LLEBG) Grant Program*; and other applicable federal laws, orders, circulars or regulations.

2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.

3. The Applicant agrees to submit, within 30-days of the project period ending date, an expenditure report that will outline the expenses incurred within the contract period of January 1, 2004 – June 30, 2004 and the funds utilized for these expenses. Attached to the expenditure report will be the invoices from the equipment purchased. Any unused Federal funds shall be returned to the Missouri Department of Public Safety, Office of the Director. Failure to submit the expenditure report and invoices by the deadline may affect future funding decisions.

4. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety/LLEBG funds.

5. Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for any local unit of government or law enforcement agency to transfer or sell equipment purchased under this contract.

6. **Local Share:** The approved match must be expended within the time period (the contract period) for which federal funds are available for expenditure under the approved contract. Records must be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds. **Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.**

7. **Interest:** The applicant assures that federal funds will not be used to pay interest or any other financial costs. In addition, interest earned on LLEBG funds must be utilized on the project or returned to the Department of Public Safety, Office of the Director.

8. **Budget Revisions:** Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below:

- a. Change in project site.
- b. Addition or change of line items in the budget.
- c. Change in or temporary absence of the Project Director or Authorized Official.
- d. Change in scope of the programmatic activities or purpose of the project.

If a budget or programmatic revision is required, the request for a change must be submitted **at least 30 days prior** to the proposed change and **at least 60 days prior** to the end of the contract period.

9. **Procurement:** The applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. In addition, the applicant assures that all procurement transactions will meet the minimum standards set forth in the *Missouri Department of Public Safety Financial and Administrative Guide for Contracts*.

10. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000.00 to \$100,000 requires **prior** approval by the Department of Public Safety. In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.

11. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
12. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for criminal justice purposes only.
13. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project.
14. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
15. **Audit:** The applicant agrees to provide an annual audit of their organization in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.
16. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.
17. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 *et seq.*, it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein.
18. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
19. The applicant assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Violence Against Women Act, 42 U.S.C. Department of Justice Non-Discrimination Regulations 28 CFR part 42, Subparts C, D, E, and G.
20. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
21. The law enforcement agency under this contract assures that it is in full compliance with the provisions of Section 43.505 RSMo relating to uniform crime reporting and Section 590.650 RSMo relating to racial profiling. Failure to comply with these sections by the law enforcement agency may result in the withholding of federal and state funds or termination of this Contract.
22. The law enforcement agency under this contract assures that it is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
23. The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
24. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

25. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT): As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67, 510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency,
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default, and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

IMPORTANT: The Certified Assurances outline important requirements of this contract. By signing, you are agreeing to comply with these requirements. Failure to comply with any of the guidelines outlined in these certifications could result in the termination of the contract.

The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

PROJECT DIRECTOR:

AUTHORIZED OFFICIAL:

Typed Name and Title

Typed Name and Title

Signature

Date

Signature

Date